

# Bosch Corporate Innovation Gateway

## Terms of Use

Last amended: February 11, 2021

Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe, Germany, ("**Bosch**") offers the Bosch Corporate Innovation Gateway ("**Corporate Innovation Gateway**"), a platform that allows Customers to submit proposals for innovation partnerships with Bosch. These Terms of Use ("**Terms of Use**") govern the legal relationship between Bosch and the Customer, or the entity the Customer is representing, regarding the submission of an Application via the Corporate Innovation Gateway.

Companies and universities can submit proposals for innovation partnerships.

Prerequisite for an Application is that Customer does not participate in its capacity as an associate of the Bosch Group.

### 1. Scope of Terms of Use

- 1.1 Bosch provides the access to the Corporate Innovation Gateway that allows Customer to submit an Application for an innovation partnership exclusively on the basis of these Terms of Use.
- 1.2 The Corporate Innovation Gateway platform allows companies and universities to apply for an innovation partnership by submitting an innovation proposal or a patent in one of the following areas: Connected Mobility, Connected Industry, Connected Life and Enabling Technologies.
- 1.3 Terms and conditions of Customer or of third parties that deviate from or conflict with these Terms of Use, will not apply, even if Bosch does not expressly contradict these terms and conditions of the Customer.
- 1.4 Individual contracts concluded with the Customer (including collateral agreements, addenda and amendments) in a specific case shall without exception take precedence over these Terms of Use.
- 1.5 Bosch is entitled to commission any Service from third parties acting as subcontractors (including Affiliates of Bosch) and to submit the Application and all information related with the Application to Affiliates of Bosch.
- 1.6 A partnership agreement between Bosch and the Customer regarding an innovation is not established by the access and use of the Corporate Innovation Gateway and by submitting an Application. This requires a separate agreement between Bosch and the Customer.

### 2. Eligibility to participate, requirements for participation, exclusion

- 2.1 If any person is entering into this Agreement as a representative for an entity, such as the company for which the person is working for, such person warrants to Bosch that his company is duly organized, validly existing and in good standing under the laws of the country in which it is organized or incorporated and that he has legal authority, permission, resolution or power of attorney to bind that company. Such person must also be allowed by its employer to submit an Application on behalf of its employer.
- 2.2 The following are excluded from participation:
  - a) Employees of the Robert Bosch GmbH and its affiliated companies in their capacity as an associate of the Bosch Group.
  - b) Applications that violate the [values of Bosch](#).
  - c) Companies or institutions who violate these Terms of Use.

### 3. Application, Customers and Notices

- 3.1 The access to the Corporate Innovation Gateway and the submission of an Application is free of charge.
- 3.2 During the application process, Customer will be asked to enter Application Data. The Application Data requested by Bosch at the time of the Application must be stated completely and correctly. The Application of a legal person must be carried out by an authorized natural person, who must be mentioned by name.
- 3.3 By sending the Application, Customer is making Bosch an offer to enter into negotiations for an innovation partnership with Bosch. After submission of the Application, Bosch will send a

confirmation of receipt and the Application will be reviewed by Bosch within a reasonable time. Bosch is entitled to submit the Application to Bosch Affiliates. The Application is used exclusively for the purpose of the examination.

- 3.4 Bosch reserves the right to accept the Application to evaluate the benefit of an innovation partnership and to arrange meetings between Customer and Bosch or Bosch Affiliates in order to enter into negotiations for an innovation partnership at Bosch's sole discretion. Bosch is also entitled to not pursue the Application at the present moment, but to reconsider the Application to look for matching projects at a later time. Bosch will inform the Customer by e-mail, if Customer's Application is accepted and if meetings for the negotiations of an eventual innovation partnership are arranged or if there is currently no match for the Application with the option that the Application might be reconsidered in the future. Customer cannot ask for an explanation as to why there is no current match for his Application and cannot claim that a partnership agreement is established.
- 3.5 All notices will be sent in electronic form to the e-mail address provided by Customer.

#### **4. Usage rights**

- 4.1 Bosch and its licensors own all right, title, and interest in and to the Corporate Innovation Gateway, and all related technology and intellectual property rights. It is not permitted to remove notices and notations on the Corporate Innovation Gateway that refer to confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights.
- 4.2 Bosch hereby grants to Customer the timely limited, non-exclusive, non-sub-licensable, revocable and non-transferable right to access the Corporate Innovation Gateway and to submit Innovation Data solely in accordance with these Terms of Use during the term as provided in Section 9.
- 4.3 Provided that Bosch makes new versions, updates, upgrades, modifications or extensions of the Corporate Innovation Gateway available or carries out other changes with respect to the Corporate Innovation Gateway, the provisions of Section 4 shall also apply thereto.
- 4.4 Customer shall have no rights which are not explicitly granted to the Customer under these Terms of Use. Customer shall not be entitled to use the Corporate Innovation Gateway beyond the scope of use granted in these Terms of Use or make the Corporate Innovation Gateway available to third parties. In particular, it is not permitted to duplicate the Corporate Innovation Gateway or to provide it for use for a limited period of time, in particular not to lease it or loan it.
- 4.5 If Customer violates any of the provisions of this Section 4, Bosch shall be entitled to and reserves the right to terminate this Agreement in accordance with Section 9 without notice.

#### **5. Innovation Data**

- 5.1 The transfer, uploading or transmission of Innovation Data in connection with the use of the Corporate Innovation Gateway does not create any proprietary right of Bosch to the Innovation Data of the Customer. For any avoidance of doubt: The Customer remains the sole owner of the Innovation Data and has sole responsibility for it himself. The transmission, uploading or transfer of Innovation Data shall neither be construed to grant Bosch a license or other rights to the Innovation Data nor as acceptance of any innovation offer by Bosch.
- 5.2 Customer warrants that
- a) Customer has all rights, interest and title to the Innovation Data;
  - b) Innovation Data and the Application shall not violate these Terms of Use or applicable law, in particular country-specific regulations and laws that apply to the Customer, and shall not infringe or misappropriate the intellectual property rights of a third party;
  - c) Innovation Data is free of viruses, worms, malware, Trojan horses or any other contaminating or destructive features.
- 5.3 The following requirements apply for Innovation Data:
- a) In general, Innovation Data can only be evaluated if it is described in sufficient technical detail. Additionally, it must be subject to a registration for an industrial property right as this creates a solid basis for possible later negotiations and for the determination of the respective rights of all parties. This is particularly relevant in cases where Bosch is engaged in developments or other activities in the same or a similar technical field.
  - b) In exceptional cases Bosch may evaluate Innovation Data for which no industrial property rights have been registered. In this case, the Customer that submits the Innovation Data bears any risks related to securing and asserting his or her rights to the Innovation Data.

- 5.4 Bosch reserves the right to develop innovations similar or identical with the Innovation Data independently from the Application, or request or receive information on similar innovations from other parties.

## **6. Customer's Obligations**

- 6.1 Customer is obliged to provide in due time reasonable cooperation required from him. Therefore Customer is obliged to correct the information in Customer's Application immediately, if, after the Application, the indicated data changes.
- 6.2 Customer shall not:
- a) intentionally access, tamper with, or use non-public portions of the Corporate Innovation Gateway or the technical delivery systems of Bosch's providers;
  - b) use any robot, spider, scraper, or other similar automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Corporate Innovation Gateway other than via documented API endpoints;
  - c) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Corporate Innovation Gateway;
  - d) attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Corporate Innovation Gateway;
  - e) frame or mirror the Corporate Innovation Gateway; or
  - f) use any device, software, or routine that interferes with any application, function, or use of the Corporate Innovation Gateway, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.
- 6.3 Customers' Application shall comply with all applicable laws, including copyright or trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction, and does not conflict with any agreement that the Customer has signed with a third party.

## **7. Liability**

- 7.1 As the access to the Corporate Innovation Gateway and the Application is provided free of charge, Bosch does not assume any liability for damages resulting from the access and use to the Corporate Innovation Gateway, except in cases of gross negligence, intent or for injury of life, body and health. The Liability for damages under the German Product Liability Act is not excluded.
- 7.2 The foregoing limitation of liability shall also apply in the event of fault by a person engaged by Bosch in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Bosch.

## **8. Indemnification**

- 8.1 The Customer is obligated to indemnify, defend and hold Bosch harmless for and from any third party claims related to
- a) any breach of these Terms of Use or applicable law by the Customer or due to Innovation Data;
  - b) Innovation Data which it infringes or violates any third party right;
  - c) the use of Open Source Software by the Customer;
  - d) any infringement of the relevant applicable data protection laws or other data protection provisions as agreed between the Parties herein or in another context by the Customer or through Innovation Data; or
  - e) any violation of applicable export and re-export control laws and sanctions regulations by the Customer,
- unless Customer is not responsible for the claim.
- 8.2 Bosch shall notify the Customer without delay and leave to the Customer the defense of these claims. Bosch will provide the Customer with all reasonable support. In particular, Bosch will, as far as possible, provide the Customer with all the necessary information of the use and the possible processing of the Corporate Innovation Gateway, which are subject to these Terms of Use.

## 9. Term and Termination

- 9.1 The term of this Agreement commences with the submission of the Application by the Customer and will remain in effect until terminated by Bosch or by the Customer.
- 9.2 Termination for Convenience
- a) The Customer may terminate this Agreement at any time for any reason by sending an e-mail to [gdpr.gateway@bosch.com](mailto:gdpr.gateway@bosch.com).
- b) Bosch may terminate these Terms of Use by providing three (3) months' notice effective at the calendar month-end.
- 9.3 The right of the Parties to terminate these Terms of Use for cause and without notice shall remain unaffected.
- 9.4 Upon the effective date of termination, all authorizations of the Customer according to these Terms of Use end.

## 10. Data Privacy

Bosch processes personal data in accordance with the Corporate Innovation Gateway Data Protection Notice: [www.innovate-bosch.com/data-privacy-notice](http://www.innovate-bosch.com/data-privacy-notice).

## 11. Confidentiality

- 11.1 The Parties agree to keep all Confidential Information that becomes known to them in the context of this Agreement confidential and only use such information for the contractually agreed purposes. "Confidential Information" for the purpose of this use shall mean information, documents, details and data, which is marked as such or that should otherwise be deemed to be confidential. Confidential Information especially includes the Innovation Data, which is submitted directly via the form on [www.innovate-bosch.com](http://www.innovate-bosch.com) or that is submitted by Customer subsequently to the Application upon request of Bosch.
- 11.2 Each Party will protect the confidentiality of Confidential Information with reasonable care. Bosch is entitled to disclose Confidential Information to its employees and Affiliates in order to evaluate the benefit of an innovation partnership prior to entering into negotiations at Bosch's sole discretion. Beyond that each Party may disclose Confidential Information to third parties only if and as far as this is necessary for the purpose of the fulfillment of this Agreement ("*need to know*").
- 11.3 Each Party is obliged to commit employees, Affiliates and third parties to maintain confidentiality in accordance with the provisions of Section 11 insofar as they are not already otherwise obliged to do so by virtue of contractual and/or statutory provisions to an extent that is at least equivalent to the level of protection resulting from Section 11. Furthermore, the Parties shall oblige their employees to maintain confidentiality also in the period after their departure to the extent permitted under employment law.
- 11.4 If Confidential Information within the above definition is requested by a public authority, then the other Party - to the extent that it is legally allowed - shall be informed without delay and before the Confidential Information is supplied to the public authority.
- 11.5 The obligations under Section 11.1 and 11.2 shall lapse for such information or parts thereof with respect to which the Party receiving the information evidences that it
- a) was known to that Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation; or
- b) was already known to the general public or was generally accessible prior to the date of receipt; or
- c) became known to the general public or became generally accessible after the date of receipt without the party receiving the information being responsible for this;
- d) has been developed autonomously by or on behalf of the receiving Party independently of any information received by the transmission of the Application; or
- e) in respect of which the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party.
- 11.6 The Party that receives Confidential Information shall be entitled to retain archival copies for the purpose of evidencing the content and the course of the discussions or insofar as it is necessary to comply with statutory retention obligations or insofar as the Parties have concluded another Agreement that permits the retention of the Confidential Information. Unless the foregoing provision

applies, the receiving Party shall delete the Confidential Information within reasonable time after the termination of this Agreement.

- 11.7 The rights and obligations under Section 11 shall not be affected by the termination of this Agreement.

## 12. Export Compliance

- 12.1 The access to the Corporate Innovation Gateway and Innovation Data are subject to local and international export and re-export control laws and sanctions regulations. The Customer agrees to comply with all applicable export and re-export control laws and sanctions regulations, including but not limited to the legislation of the Federal Republic of Germany, Austria, the European Union, the United States of America and the United Nations.
- 12.2 Bosch has the right to refuse the access to the Corporate Innovation Gateway, obligations and cooperation in case the Customer acts against a regulation in this Section 12 or if it is necessary in order to comply with national or international legal provisions. In this case the Customer is excluded from raising a claim for any damage or other rights on account of the refusal.

## 13. Changes

- 13.1 At any time, Bosch shall have the right to rebrand or modify the Corporate Innovation Gateway. Bosch will take due care of Customer's legitimate interests.
- 13.2 Bosch reserves the right, within the bounds of reasonableness and taking into account the legitimate Customer interest, to modify the Terms of Use. Customer shall be notified of changes by e-mail within a reasonable period of time, but no later than thirty (30) calendar days, before the planned effective date of the changes. Customer shall be advised of its existing right to object and/or terminate and of the consequences of the respective change in the change notification. If Customer does not object within thirty (30) days of receipt of the notification after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Bosch is entitled to terminate these Terms of Use subject to a one (1) month notice period.
- 13.3 Editorial changes to the Terms of Use, i.e. changes that do not affect the contractual relationship such as correcting typing errors, will be made without notifying the Customer.

## 14. Definitions

**Agreement** means the contractual relationship between Customer and Bosch regarding the Application.

**Affiliate** shall mean an entity that controls, is controlled by, or is under common control with a Party to this Agreement, where "control" means the direct or indirect holding of more than 50% of equity ownership or voting rights.

**Application** means the process of providing Application Data and Innovation Data by Customer.

**Application Data** means the data requested at the time of Application, e.g. company name, website, founding year, number of employees, country, previous contact to Bosch, name, phone number, e-mail address.

**Customer** means the university or company that is the owner of the Innovation Data and/or that is legally entitled to submit the Innovation Data to Bosch.

**Innovation Data** means innovation proposals in the area of Connected Mobility, Connected Industry, Connected Life and Enabling Technologies submitted by Customer or on behalf of Customer in connection with a proposal for an innovation partnership.

**Corporate Innovation Gateway** means the platform provided under [www.innovate-bosch.com](http://www.innovate-bosch.com).

## 15. Applicable law and place of jurisdiction

- 15.1 The contractual relationships between the Parties shall be governed by the substantive laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.2 The exclusive place of jurisdiction for any legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany.

## 16. Miscellaneous

- 16.1 Contractual declarations and notifications to be given by the Customer after execution of an

agreement (such as setting of deadlines, notification of defects or termination) must be provided in text form (e.g. e-mail, letter) to be effective.

- 16.2 Customer may not assign any or all portion of its obligations without the prior written consent of Bosch, not to be unreasonably withheld.
- 16.3 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

**Robert Bosch GmbH**